



KOL SHALOM FACILITY APPLICATION AND RENTAL AGREEMENT

PLEASE PRINT LEGIBLY

(All items designated with an asterisk must be completed)

*RESERVATION DATE/TIME _____

*NAME _____
(If wedding, please list names of bride and groom and families)

*NAME OF BAR/BAT MITZVAH CHILD (if relevant) _____

*ADDRESS _____
Street _____
City _____ State _____ Zip Code _____

*TELEPHONE (H) _____ (W) _____ (Mobile) _____

*E-MAIL(S) _____

*KOL SHALOM MEMBER: YES NO

*TYPE OF FUNCTION _____

ANTICIPATED NUMBER OF GUESTS _____

CATERER:

Name _____
Address _____
E mail _____ Mobile _____

PHOTOGRAPHER:

Name _____
Address _____
E mail _____ Mobile _____

BAND/DJ:

Name _____
Address _____
E mail _____ Mobile _____

PARTY PLANNER:

Name _____

Address _____

E mail _____ Mobile _____

OTHER:

Name _____

Address _____

E mail _____ Mobile _____

<u>Package/Room(s) Requested</u>	<u>Rental Fee & Charges</u> (see Attachment A)	<u>Time of Use:</u>
_____	\$ _____	From: _____ To: _____
_____	\$ _____	From: _____ To: _____
_____	\$ _____	From: _____ To: _____
<i>Total Facility Rental Fees (*)</i>	\$ _____	
<i>Damage Protection Deposit</i>	\$ _____	
<i>Building Security Fee</i>	\$ _____	
<i>Traffic Control Fee</i>	\$ _____	
<i>Other Fees</i>	\$ _____	
<i>Total Fees</i>	\$ _____	
<i>Total Due with Application</i>	\$ _____	
<i>Balance Due 60 Days Before Event</i>	\$ _____	

Contact the Kol Shalom Executive Director to discuss specific arrangements. **An advance deposit equal to fifty percent (50%) of the Total Facility Rental Fees (*) must accompany this application.** A confirmation will be sent to the applicant upon processing the application and verification that all financial obligations owed to Kol Shalom are current. **The remaining Balance Due above (inclusive of the full Damage Protection Deposit) is due sixty (60) days before the scheduled event.**

FACILITY RENTAL AGREEMENT

The undersigned Applicant hereby applies for the use of Kol Shalom’s facilities as set forth above, and agrees to abide by and accepts all of the terms and conditions of the *Kol Shalom Facility Rental Policies and Regulations* attached hereto as Attachment B, which is incorporated by reference into this Facility Rental Agreement. The Rental Fees reflected above are based on the *Facility Rental and Fee Schedule* attached hereto as Attachment A, which is incorporated by reference into this Facility Rental Agreement.

1. Applicant agrees by entering into this rental agreement to protect, indemnify, defend, and hold harmless Kol Shalom, all members of its Board of Directors, all officers, members, employees, staff, and any agents of any of them, against any and all claims, losses or damages to persons or property, government charges or fines, and other costs (including reasonable attorney fees and costs), arising out of or connected with the event (including as may be caused by Applicant or any of Applicant’s guests), except those claims arising out of the sole negligence or willful misconduct of Kol Shalom. Applicant is free to obtain any additional excess insurance to guarantee its obligations to Kol Shalom pursuant to this paragraph. In appropriate circumstances, as determined by Kol Shalom, in its sole discretion, Kol Shalom may insist on applicant providing proof of adequate insurance as a condition to Kol Shalom’s execution of this Agreement. Notwithstanding anything to the contrary herein, this rental agreement only establishes a license right for use of the designated space and does not create a lease of any type. Accordingly, this agreement does not establish any landlord/tenant rights or obligations between the parties.

2. If Kol Shalom’s obligations under this Agreement are not met for any reason beyond its control, Kol Shalom’s failure is completely excused and it may cancel this Agreement. The following is a partial list of events that, if they occur, would constitute reasons beyond Kol Shalom’s control: accidents, power outages, floods, building operations failures, act of war, and acts of God. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), SHALL KOL SHALOM BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES EVEN IF KOL SHALOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICANT ACKNOWLEDGES AND AGREES THAT KOL SHALOM’S TOTAL LIABILITY TO APPLICANT SHALL NOT EXCEED AMOUNTS PAID BY APPLICANT. IN THE EVENT KOL SHALOM CANCELS THIS AGREEMENT AT ANY TIME PRIOR TO APPLICANT’S USE OF THE RENTAL FACILITIES, APPLICANT’S SOLE AND EXCLUSIVE REMEDY SHALL BE KOL SHALOM’S REFUND OF AMOUNTS PAID BY APPLICANT.

AGREED TO AND ACCEPTED BY APPLICANT:

_____ Date: _____
Applicant Signature

Applicant Name - Print

THIS FORM, SIGNED BY APPLICANT, MUST BE DELIVERED TO THE KOL SHALOM OFFICE WITH PAYMENT OF 50% OF TOTAL FACILITY RENTAL FEE

AGREED TO AND ACCEPTED BY KOL SHALOM:

_____ Date: _____
Kol Shalom Executive Director

_____ Date: _____
Kol Shalom Officer